

BERMAN AND TODDERUD LLP
Stan Berman
(stan@btlawllp.com)
Eric Todderud
(eric@btlawllp.com)
701 Fifth Avenue, Suite 4200
Seattle, WA 98104
Tel: (206) 262-7682

Special Counsel for Debtors and Debtors in Possession

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

PG&E CORPORATION,

- and -

PACIFIC GAS AND ELECTRIC COMPANY,

Debtors.

- Affects PG&E Corporation
- Affects Pacific Gas and Electric Company
- Affects both Debtors

** All papers shall be filed in the Lead Case No. 19-30088 (DM).*

Bankruptcy Case No. 19-30088 (DM)

Chapter 11

(Lead Case) (Jointly Administered)

**CERTIFICATION OF ERIC TODDERUD IN
SUPPORT OF FIRST INTERIM FEE
APPLICATION OF BERMAN AND
TODDERUD LLP FOR ALLOWANCE AND
PAYMENT OF COMPENSATION (FEBRUARY
1, 2019 THROUGH MAY 31, 2019)**

Date: TBD

Date: TBD

Place: United States Bankruptcy Court
Courtroom 17, 16th Floor

San Francisco, CA 94111

Judge: Hon. Dennis Montali

I, Eric Todderud, hereby certify as follows:

1. I am attorney licensed to practice law in the State of Washington. I am a partner in the law firm of Berman and Todderud LLP (the “Firm”), special counsel for the Debtors and am authorized to make this Declaration in that capacity. Except as otherwise indicated, all statements in this

1 Declaration are based on my personal knowledge, and, if called upon to do so, I could and would
2 testify competently thereto.

3 2. I make this Declaration in support of the First Interim Fee Application of Berman and
4 Todderud LLP for Allowance and Payment of Compensation and Reimbursement of Expenses
5 (February 1, 2019 Through May 31, 2019) (the “Interim Fee Application”).¹ I am an attorney
6 designated by the Firm to sign the Interim Application on its behalf.

7 3. Pursuant to the Northern District Guidelines, I certify that:

8 a. I have read the Interim Fee Application.
9 b. To the best of my knowledge, information and belief formed after reasonable
10 inquiry, the compensation and expense reimbursement sought in the Interim Fee Application
11 are in conformity with the Northern District Guidelines except as otherwise indicated in the
12 Interim Fee Application.

13 c. The compensation requested in the Interim Fee Application has been billed at rates
14 and in accordance with practices no less favorable than those currently employed by the Firm
15 and generally accepted by the Firm’s clients.

16 4. There is no agreement or understanding between Berman and Todderud and any other
17 person other than the partners of the Firm for the sharing of compensation to be received for services
18 rendered in these cases.

19 5. As required by the Northern District Guidelines, the Firm has sent monthly billing
20 statements to Pacific Gas and Electric Company for legal work commencing on February 1, 2019. I
21 certify that the Debtors, counsel for the Creditors Committee and the TCC, and the U.S. Trustee are
22 each being provided with a copy of the Interim Fee Application in accordance with the Interim
23 Compensation Order.

24 6. Attached hereto as Exhibit A is a true and correct copy of a letter transmitting the Interim
25 Fee Application to Debtors and advising them of their rights to review and object to the

26 _____
27 ¹ To the extent not otherwise defined herein, capitalized terms shall have the meanings set forth in the Interim Fee
Application.

1 compensation and expense reimbursement sought therein. To the best of my knowledge,
2 information, and belief, this letter was transmitted to the Debtors by electronic mail on October 22,
3 2019.

4 7. The Firm responds to the questions identified in the UST Guidelines as follows:

5 **Question 1:** Did Berman and Todderud agree to any variations from, or alternatives
6 to, Berman and Todderud's standard or customary billing rates, fees or terms for services
7 pertaining to this engagement that were provided during the Interim Fee Period? If so, please
8 explain.

9 **Answer:** Yes. Berman and Todderud have agreed to substantially discount their
10 attorney fees to Debtor Pacific Gas and Electric Company as part of their negotiated
11 agreement for legal services.

12 **Question 2:** If the fees sought in the Interim Fee Application as compared to the fees
13 budgeted for the time period covered by the Interim Fee Application are higher by 10% or
14 more, did Berman and Todderud discuss the reasons for the variation with the client?

15 **Answer:** The fees sought in the Interim Fee Application are not higher than those
16 budgeted.²

17 **Question 3:** Have any of the professionals included in the Interim Fee Application
18 varied their hourly rate based on geographic location of the Chapter 11 Cases?

19 **Answer:** No.

20 **Question 4:** Does the Interim Fee Application include time or fees related to
21 reviewing or revising time records or preparing, reviewing or revising invoices? If so, please
22 quantify by hours and fees.

23 **Answer:** No. The Interim Fee Application does not include fees for reviewing and
24 revising time records and preparing and reviewing invoices in connection with the
25 preparation of the Firm's monthly fee statements.

26
27 ² See Interim Application, Case Background and Status § D.

1 **Question 5:** Does the Interim Fee Application include time or fees for reviewing
2 time records to redact any privileged or other confidential information? If so, please quantify
3 hours and fees.

4 **Answer:** No.

5 **Question 6:** Does the Interim Fee Application include any rate increases since
6 Berman and Todderud's retention in this case? If so, did the client review and approve those
7 rate increases in advance? Did the client agree when retaining the law firm to accept all
8 future rate increases?

9 **Answer:** No. The Interim Fee Application does not include any rate increases since
10 the Firm's retention.

11 I declare under penalty of perjury under the laws of the United States that the foregoing is
12 true and correct.

13 Executed this 22nd day of October 2019, in Seattle, Washington.

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15 BERMAN AND TODDERUD LLP

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17 _____
18 /s/ Eric Todderud _____
19 Eric Todderud
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